

C.F.S. PLANNING CORPORATION

8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211 / Phone: (213) 653-1500 / Tlx. 4720915

December 14, 1984

14507
RECORDATION NO. 14507 Filed 1425
DEC 17 1984 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th Street and Constitution Avenue Northwest
Recordation Division Room 2303
Washington, D.C. 20001

ATTN: Mildred Lee

Dear Ms. Lee:

Per our telephone conversation of December 14th, enclosed please find one "Original" and one certified copy of the following items for recordation:

1. Two (2) Assignments of Lease
2. A Collateral Assignment
3. A Security Agreement
4. An Agreement of Lease

I have enclosed two (2) forms of certification for the copies since I was not sure which form was required. I have also enclosed a check in the amount of \$50.00 to cover the recordation charges.

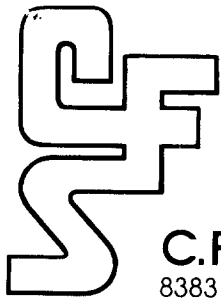
If everything is not in order, I would greatly appreciate it if you could give me a call so I can forward any missing information or items.

Thank you very much for your help and time.

Sincerely,

Kathleen Blackburn.
Assistant Vice President

KB:cb
Encl.



C.F.S. PLANNING CORPORATION

8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211 / Phone: (213) 653-1500 / Tlx. 4720915

December 19, 1984

PERSONAL AND CONFIDENTIAL

Interstate Commerce Commission
12th Street and Constitution Avenue Northwest
Recordation Division Room 2303
Washington D.C. 20001

Attention: Mildred Lee

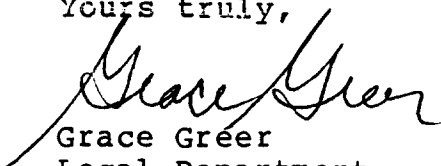
Dear Mrs. Lee:

Reference is made to our letter of December 14, 1984 whereby we forwarded documents to you for recordation with the ICC.

Pursuant to our telephone conversation today, enclosed please find the description of equipment proposing cause for recordation.

If you should have any further questions or desire further information, please contact me.

Yours truly,


Grace Greer
Legal Department

Enc.

GG:cb

Interstate Commerce Commission
Washington, D.C. 20423

12/18/84

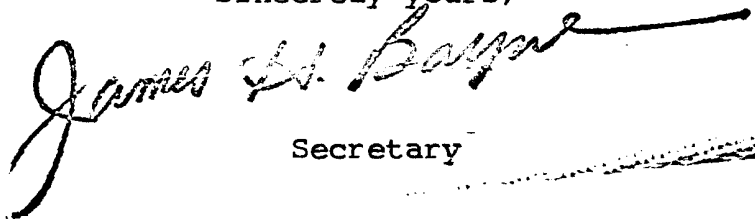
OFFICE OF THE SECRETARY

Kathleen Blackburn
Assist. Vice President
C.F.S. Planning Corp.
8383 Wilshire Blvd, Suite 650
Beverly Hills, Calif. 90211

Dear Ms. Blackburn:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/17/84 at 3:05pm and assigned re-recording number(s). 14507, 14507-A, 14507-B, 14507-C, 14507-D

Sincerely yours,


Secretary

Enclosure(s)

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

QTY.	DESCRIPTION	ROAD NUMBER			
4	General Motors Corporation, Electromotive Division, Model GP38, 2000 horsepower, 4 axle diesel electric locomotives.	300	301	302	303
19	General Motors Corporation, Electromotive Division, Model GP40, 3000 horsepower, 4 axle diesel electric locomotives.	211 215 219 224 228	212 216 220 225 229	213 217 221 226 230	214 218 223 227

EQUIPMENT LOCATION: The locomotives will be used by the Missouri-Kansas-Texas Railroad Company on its 3000 mile route system in Missouri, Kansas and Texas.

BANK: Chemical Business Credit Corporation
INITIAL TERM: 144 months
START DATE: June 1, 1983

ASSIGNMENT OF LEASE

DEC 17 1984 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

CIS RAIL CORPORATION, a California corporation with an office and place of business at 909 Montgomery Street, San Francisco, California 94133, ("Assignor") in consideration of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, transfers and sets over unto CFS PLANNING CORPORATION, a California corporation with an office and place of business at 8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211, ("Assignee") and unto Assignee's successors and assigns, all of Assignor's right, title and interest in and to the User Lease (as defined in the "Purchase Agreement", dated September 1, 1984, between Assignor, as seller, and Assignee, as buyer), including any renewal or extension thereof; provided however, that this Assignment and all rights conveyed hereby are expressly made subject and subordinate to the Bank Lien and the Seller's Lien.

Assignor agrees that at any time and from time to time, upon the written request of Assignee, Assignor will promptly and duly execute and deliver any and all such further instruments and documents as Assignee may reasonably require in obtaining the full benefits of this Assignment and of the rights and powers granted herein.

This Assignment may not be altered, modified or amended except by a written amendment signed by the party adversely

CIS.1009.8.83

affected.

The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding and enforceable upon, the respective successors, assigns and transferees of the parties hereto.

This Assignment shall be governed by, and interpreted under, the laws of the State of California applicable to contracts made and to be performed therein, without giving effect to the principles of conflict of laws.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 1st day of September, 1984.

ASSIGNOR:


CIS RAIL CORPORATION,
a California corporation

By: 
(Authorized Signatory)

ACCEPTED AND AGREED TO this 1st day of September, 1984.

ASSIGNEE:

CFS PLANNING CORPORATION,
a California corporation

By: 
Kathleen Blackburn,
Assistant Vice-President

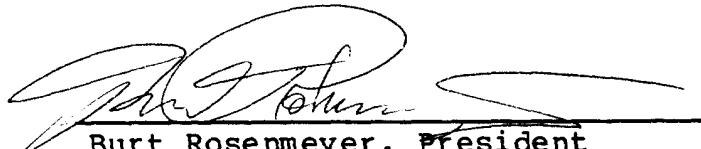
AFFIDAVIT OF BURT ROSENMEYER

STATE OF CALIFORNIA } SS
COUNTY OF LOS ANGELES }


BURT ROSENMEYER, being duly sworn states as follows:

1. I am the President of CFS Planning Corporation, a California corporation ("CFS"), and I am authorized to make this Affidavit for and on its behalf. I know the following facts of my own personal knowledge and could and would testify competently thereto.

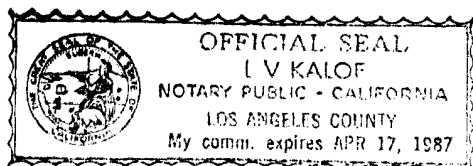
2. The copies of the Security Agreement. Assignments of Lease, Collateral Assignment and Agreement of Lease dated September 1, 1984, attached hereto. and made a part hereof, are certified by the undersigned to be true and correct copies of the originals of each of the respective documents.


Burt Rosenmeyer, President
CFS PLANNING CORPORATION

Sworn to before this 14th day of December, 1984.



Notary Public



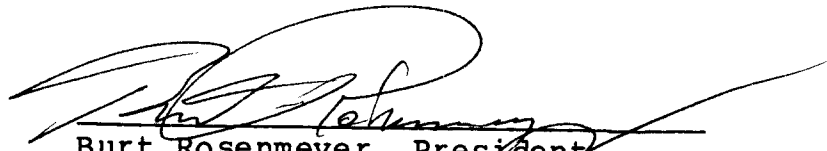
DECLARATION OF BURT ROSENMEYER

BURT ROSENMEYER, hereby certifies and declares as follows:

1. I am the President of CFS Planning Corporation, a California corporation ("CFS"), and I am authorized to make this Declaration for and on its behalf. I know the following facts of my own personal knowledge and could and would testify competently thereto.

2. The copies of the Security Agreement, Assignments of Lease, Collateral Assignment and Agreement of Lease dated September 1, 1984, attached hereto. and made a part hereof. are certified by the undersigned to be true and correct copies of the originals of each of the respective documents.

I hereby declare under penalty of perjury that the foregoing matters are true and correct executed this 14th day of December, 1984 at Beverly Hills, California.



Burt Rosenmeyer, President
CFS PLANNING CORPORATION